

SECTION 12. WAIVERS. Failure of Morrell or Producer to insist upon strict performance of any of the terms and conditions hereof, or failure or delay to exercise any right or remedies provided herein, or by law, or to properly notify either party in the event of a breach or the acceptance of payment for any of the warranties or obligations of this Agreement, and shall not be deemed a waiver of any right by either party to insist upon strict performance hereof, or any of its rights or remedies as to any such goods regardless when shipped, received or accepted, or as to any prior or subsequent default hereunder, nor shall any purported oral modification operate as a waiver of any of the Agreement terms.

SECTION 13. INTERPRETATION AND ASSIGNMENT.

(a) The section and subsection headings in this Agreement are for convenience only, and shall not be considered a part of or used in the interpretation of this Agreement.

(b) The Exhibits and Schedules referred to herein and attached hereto shall be considered a part of this Agreement as if they were set forth in full in the body of this Agreement.

(c) Subject to Morrell's approval, any successor to the interest of Producer and the hog farming operation from which the hogs contracted for under this Agreement are supplied shall be fully responsible to continue to fulfill Producer's obligations and commitments hereunder.

(d) Any assignment, sale or transfer of Producer's interest in the hog farming operation must include notice to the assignee that the assignment/transfer is subject to the terms and conditions of this Agreement, a copy of which shall be provided to the assignee. The obligations of this provision shall also apply with equal force to the transfer of Producer's interest to their successors and assigns.

SECTION 14. CONFIDENTIALITY. The parties acknowledge and agree that in connection with, or as a result of, this Agreement, each party may be furnishing the other party with certain information which is either non-public, confidential or proprietary in nature. Each party's non-public, confidential or proprietary information will be kept confidential by the other party and shall not, without prior written consent, be disclosed by the other party to any other person or entity or be used by the other party for any purpose other than in connection with this Agreement. For purposes of this Section 14, the term "non-public, confidential or proprietary information" shall not include information which (A) is or becomes generally available to the public other than as a result of a breach of these conditions, (B) is or becomes known or